

United States Bankruptcy Court
NORTHERN DISTRICT OF ILLINOIS EASTERN DIVISION

In re

Leaverta Payne / Debtor

Case No: **20-18558**

Chapter: **Chapter 7**

SUPPLEMENTAL DISCLOSURE OF COMPENSATION OF ATTORNEY FOR DEBTOR

1. Pursuant to 11 U.S.C. § 329(a) and Fed. Bankr. P. 2016(b), I certify that I am the attorney for the above named debtor(s) and that compensation paid to me within one year before the filing of the petition in bankruptcy, or agreed to be paid to me, for services rendered or to be rendered on behalf of the debtor(s) in contemplation of or in connection with the bankruptcy case is as follows:

For pre-petition legal services, I have agreed to accept: **\$900.00**

Prior to the filing of this statement I have received: **\$975.00**

Balance Due **\$0.00**

Post Case-Filing Work Pre-Paid: **\$75.00**

For post-petition legal services, I have agreed to accept: **\$995.00**

Plus reimbursement of filing fee: **\$335.00**

Prior to the filing of this statement I have received: **\$150.00**

Balance Due **\$1,180.00**

2. The source of the compensation paid to me was:

☒ Debtor(s) ☐ Other: (specify)

3. The source of compensation to be paid to me is:

☒ Debtor(s) ☐ Other: (specify)

4. ☒ I have not agreed to share the above-disclosed compensation with any other person unless they are members and associates of my law firm.

☐ I have agreed to share the above-disclosed compensation with a other person or persons who are not members or associates of my law firm. A copy of the agreement, together with a list of the names of the people sharing in the compensation, is attached.

5. In return for the above-disclosed fee, I have agreed to render legal service for all aspects of the bankruptcy case, including:

- a. Analysis of the debtor's financial situation, and rendering advice to the debtor post-filing;
- b. Representation of the debtor at the meeting of creditors and confirmation hearing, and any adjourned hearings thereof;

6. By agreement with the debtor(s), the above-disclosed fee does not include the following service:

Fee does NOT include missed meeting or court dates, amendments to schedules, adversary complaints or conversion to another chapter, judicial lien avoidances, dischargeability actions, or other contested matters except the first meeting of creditors.

CERTIFICATION

I certify that the foregoing is a complete statement of any agreement or arrangement for payment to me for representation of the debtor(s) in this bankruptcy proceedings.

Date: 11/02/2020

Date

/s/ **Steven Scott Camp**

Signature of Attorney

Geraci Law L.L.C.

Name of law firm

Geraci Law L.L.C.

Headquarters: 55 E. Monroe Street, #3400 Chicago, IL 60603



Fee Agreement to repay Court Filing Fee and pay for work to be done after filing

Congratulations! We filed your Chapter 7 petition and advanced \$335 to the Clerk of Court for the filing fee!
Your Bankruptcy Docket number is: 20-18558. <<< **If you don't see a number do NOT sign this.**

This is not a new contract for services: it is an agreement to pay costs we advanced, and fees for work after filing. We can't accept any payment from you without this written agreement.

You owe us nothing further unless you agree to pay for work we will do after filing, and to reimburse \$335 we paid the court.

Estimated flat fee for work from now to discharge or case closing:	\$995.00
Plus Repayment of filing fee we paid for you to the Clerk after filing:	\$335.00
Total:	\$1,330.00
Less Paid in in advance for work AFTER filing:	\$75.00
<u>Balance to voluntarily agree to pay for the rest of the work:</u>	<u>\$1,255.00 Debit only no checks</u>

1. You don't have to sign this agreement: if you can't or don't want to pay us, tell us. We won't stop representing you because you refuse to sign this agreement or are unable to pay for post-filing services. We do not unbundle or separate services, or withdraw for non-payment after filing.

2. If you sign this, we will start auto debit at \$75.00 on 03 and 18 of every month starting 10/18/2020. You can make extra payments online or different arrangements, by calling. Sign this only if you want to pay us. You may get advice about this contract from another attorney.

3. Flat Fee: You may choose to pay us instead at an hourly rate of up to \$450/hr. The advantage of a flat fee is that you know in advance the cost, and we usually find it is cheaper for you. "Flat fees" and "advance payment retainers" are ours when paid, subject to refund of unearned fees. **Advance Payment Retainer.** Payments on flat fee or hourly become our property on payment and are deposited into our operating account, not into a client trust account. We will refund unearned fees. You may enter into a security retainer agreement with another law firm: we will not because of the extra cost.

4. Flat Fee INCLUDES all post-petition services we agreed in your retainer to perform through case closing, including Preparation for and attendance at 1st meeting of creditors, Notifying creditors and payroll department, reaffirmations and other meetings and correspondence with your creditors, Correspondence and negotiations with your Chapter 7 Trustee (if required) Reminding you about, and Filing of debtor education taken timely, Answering your questions Providing any required documents to the US Trustee or to you, Revoking IRS power of attorney, Post discharge work such as copies of documents and correspondence with creditors.

5. Flat Fee does NOT include the following which rarely happen, but will be billed at \$250-\$450/hr. attorney time, and \$85-125/hr paralegal time: Continued 1st meeting of creditors; Amendments (\$150 minimum), Audits, Rule 2004 Exams, Contested matters, Motions, Objections to discharge (min.8hrs in advance), Adversary Complaints, Excessive work caused by you, non-bankruptcy representation of any kind, court filing or financial management costs, additional work because of change in circumstances, debts, assets, or income, or representing you where the Trustee seeks to identify unlisted property, value listed property, challenge exemptions, or moves to take or administer assets.

6. Wisconsin: The basis for the fee is our usual rates. We will refund any portion unearned, and will submit any unresolved dispute about the fee to binding arbitration within 30 days of receiving written notice of the dispute. You may file a claim with the Wisconsin Lawyers' Fund for Client Protection if the we fail to provide a refund of unearned advanced fees. If you dispute the amount of the fee and want that dispute to be submitted to binding arbitration, you must provide written notice of the dispute to Geraci Law within 30 days of the mailing of the accounting. If we are unable to resolve the dispute to the satisfaction of you within 30 days after notice of the dispute from the client, we shall submit the dispute to binding arbitration.

Dated: 11/18/2020 Time: 4:18 a.m. (p.m.)

X Leaverta Payne
Leaverta Payne (Debtor)

X [Signature] Attorney Representing Geraci Law L.L.C.

Geraci Law LLC Bankruptcy Disclaimers, Disclosures and Information

National Headquarters: 55 E. Monroe Street, #3400 Chicago, IL 60603 312.332.1800 help@geracilaw.com

Date: **10/28/2020**

Consultation Attorney: **CMP**

Record #: **838-205**

FEDERAL TRUTH IN LENDING DISCLOSURE STATEMENT

This is NOT a loan transaction. We are only providing this to you because you are paying us in installments. There is No Demand Feature, Variable Feature, Security Interest in any Property, provision for Credit Life, Property, Flood or Disability Insurance, No Late Fee, NSF fee, Recording Fee, Late or Early Payment Penalty, and the underlying contract is not Assignable, Assumable or Transferable.

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS
The cost of your credit as a yearly rate:	The dollar amount the credit will cost you:	The amount of your post-filing attorney fee: \$1,255.00	Post-Filing Attorney Fee: \$1,255.00
0%	\$0	The amount of your Court Cost: \$0.00	Court Cost: \$0.00

Payment Schedule: You can pay us all at once or in installments until attorney fees and court costs are paid in full.

ACKNOWLEDGEMENT

By signing below you indicate that you have received a copy of this prior to the execution of the underlying contract documents.

Signed: 10/28/2020

Debtor X

Leanne Payne

Co-Debtor X